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to him as collateral security a mortgage on real property. The plaintiff foreclosed under a power of sale in the mortgage, and bought in the title. *Held*, that the plaintiff holds the title as trustee for the defendant, and subject to redemption on the defendant's payment of his debt. *Union Trust Co. v. Hasseltine*, 39 Banker and Tradesman 197 (Mass., Sup. Jud. Ct., Jan. 5, 1909).

It is the almost universal rule that a pledgee is precluded from buying at a sale of the property pledged. *Lord v. Hartford*, 175 Mass. 320. But he may take any proper action for its preservation. Accordingly, when the thing pledged is a mortgage he may foreclose the mortgage for breach of condition, and such foreclosure is valid against the mortgagee. *Smith v. Bunting*, 86 Pa. St. 116. And if the mortgagee, who is also the pledgor, is joined in the foreclosure sale, his right to redeem from the pledgee will likewise be extinguished. *Bloomer v. Sturges*, 58 N. Y. 168. On the same principle the pledgee may, with the pledgor's express authority, buy in the property at the mortgage sale with the result that the mortgagee's claim is transferred to the proceeds. *Fennings v. Wyzanski*, 188 Mass. 285. But with these qualifications the weight of authority supports the principal case, holding that the only effect of the sale is the substitution of the land for the mortgage in the hands of the assignee, who takes the legal title subject to a trust in favor of the pledgor. *Re Gilbert*, 104 N. Y. 200; *Montague v. Boston & Albany R. Co.*, 124 Mass. 242. *Contra*, *Anderson v. Messenger*, 146 Fed. 929.

**POLICE POWER — NATURE AND EXTENT — COMPENSATION FOR DESTRUCTION OF PRIVATE PROPERTY.** — During the war with Spain the commanding general of the United States army caused to be destroyed certain buildings in Cuba belonging to the plaintiff, a Pennsylvania corporation, in order to prevent the spread of yellow fever among the United States troops. The plaintiff brought suit in the Court of Claims for compensation. *Held*, that the plaintiff is not entitled to recover. *Juragua Iron Co. v. United States*, 212 U. S. 297.

If in time of peace private property is taken for public purposes without formal proceedings of condemnation, the owner may sue in the Court of Claims for compensation. *United States v. Great Falls Mfg. Co.*, 112 U. S. 645. The action is quasi-contractual in its nature, and the Court of Claims has jurisdiction over actions of quasi-contract. *Ingram v. United States*, 32 Ct. Cl. 147. But when such property is found in enemy territory it may be seized and confiscated without compensation, even though it belongs to a loyal citizen of the confiscating government. *The Venus*, 8 Cranch (U. S.) 253. The principal case may also be justified on the ground that the property was not taken for public use, but was destroyed, because detrimental to the public welfare. If private property is taken for public use, it is by an exercise of the power of eminent domain, and just compensation must be given according to the Fifth Amendment. But if private property is destroyed in the due exercise of the police power, no right to compensation arises. *Bowditch v. Boston*, 101 U. S. 16. See 3 HARV. L. REV. 189.

**PUBLIC OFFICERS — DE FACTO OFFICERS — VALIDITY OF CONTRACTS.** — A, while ineligible through the holding of another office, was regularly appointed and publicly recognized as school trustee. He and another trustee who together constituted a majority of the board voted in the regular way to accept a contract of employment with B as a teacher. The succeeding board composed of legally qualified and appointed members employed C for the same position. *Held*, that B is entitled to the position. *Johnson v. Sanders*, 115 S. W. 772 (Ky.).

An officer *de facto* is one who has the reputation of being the officer he assumes to be and yet is not an officer in point of law. *King v. Corporation of Bedford Level*, 6 East 356; *State v. Carroll*, 38 Conn. 449. Such officer must hold under color of right, either through election or appointment, or through long-continued acquiescence by the public in his exercise of the office. *State v. Carroll*, *supra*. Thus one ineligible on account of occupancy of an incompatible office has been held a *de facto* officer. *McGregor v. Balch*, 14 Vt. 428.